

**CARBON COUNTY FAIRGROUNDS
VENDOR'S RELEASE, WAIVER, AND INDEMNITY AGREEMENT**

I hereby acknowledge that I have voluntarily applied to provide vendor services for Carbon County Fairgrounds activities, including, but not limited to food, beverages and other items for sale.

AS LAWFUL CONSIDERATION of being permitted to enter upon and use the CARBON COUNTY FAIRGROUNDS and of being permitted to provide vendor services for any activities at the FAIRGROUNDS, I, the undersigned, for my heirs, distributees, legal representatives, next of kin and assigns agree to the provisions set forth below.

1. I hereby release, waive, discharge and covenant not to sue, make a claim against the property of or otherwise prosecute CARBON COUNTY, its Commissioners, employees or agents, hereafter collectively referred to as "COUNTY," for liability on account of damage to the property or injury to the person or death of the undersigned, whether caused from the passive or active negligence of the undersigned or injury to the person or death of any other person, while the undersigned is providing food, beverages or other vendor services at the FAIRGROUNDS facilities.

2. I hereby agree to indemnify and save and hold harmless the COUNTY from any loss, liability, damage or cost that COUNTY may incur due to any food, beverage or material which the undersigned sells, or any other act of the Undersigned while the Undersigned is using the FAIRGROUNDS facilities or selling food, beverages or any other materials.

3. I expressly agree that the foregoing Releaser Waiver and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Utah. I further agree that if any provision of this agreement is held to be invalid, nevertheless the balance of the agreement shall continue in full legal force and effect.

4. I AGREE TO COMPENSATE OR REIMBURSE COUNTY FOR ANY COSTS, EXPENSES OR DAMAGES, INCLUDING ATTORNEY FEES, RESULTING FROM ANY CLAIM BROUGHT AGAINST COUNTY FOR PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, WHICH ARISE AS A RESULT OF THE PASSIVE OR ACTIVE NEGLIGENCE OR OTHER ACT OF MINE WHILE PROVIDING, OR AS A RESULT OF PROVIDING FOOD, BEVERAGE OR OTHER VENDOR SERVICES AT THE FAIRGROUNDS.

5. I HAVE CAREFULLY READ AND FULLY UNDERSTAND THE COVENANT NOT TO SUE CONTAINED HEREIN AND VOLUNTARILY SIGN THIS RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT,

I am over the age of eighteen (18) years.

Date: _____

Name: _____

Address: _____

Telephone: _____

Email: _____

Signature: _____